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*Attorneys for Defendant State of California, by and  
through its California Highway Patrol*

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
CIVIL DIVISION

**ESTRELLA LYSANDRA ZAYAS,**

Plaintiff,

**v.**

**STATE OF CALIFORNIA, ET AL,**

Defendants.

3:17-cv-02739-EMC

**STIPULATED PROTECTIVE ORDER;  
~~[PROPOSED]~~ ORDER**

Courtroom: 5 – 17<sup>th</sup> Floor  
Judge: The Honorable Edward M.  
Chen  
Trial Date: Not assigned  
Action Filed: May 11, 2017

The parties to this action, by and through their respective counsel, and hereby stipulate that production of any Mobil Video/Audio Recording System (“MVARs”) CD for April 16, 2016 by CHP will be made pursuant to the following Stipulated Protective Agreement:

1. It is contemplated that the present disclosure of the MVARs CD under this stipulated protective order will be dispositive on plaintiff’s decision whether or not to proceed with the subject litigation. Should plaintiff decide to proceed with the litigation, the parties agree that plaintiff may move the Court for an order challenging the continued confidentiality of the

1 subject MVARs CD while defendants retain the right to oppose such a motion by plaintiff for  
2 the purpose of retaining the confidentiality of the subject MVARs CD.

3 2. The MVARs CD and its contents may be used by the parties and their counsel  
4 only in this litigation and may not be used in separate proceedings or actions at this time or in the  
5 future without first being obtained through proper discovery procedures or court orders in those  
6 separate proceedings or actions.

7 3. The MVARs CDs and its contents may not be disclosed, copied, distributed,  
8 shown, or described to any person or entity (including, but not limited to, media representatives)  
9 by the parties or their representatives or agents, other than (a) the parties to this litigation; (b) the  
10 parties' attorneys, paralegals, and legal office staff in this litigation; (c) the parties' expert  
11 consultants in this litigation for purposes of expert consultation and trial testimony preparation;  
12 and (d) the court in this action, filed under seal, for purposes of this litigation.

13 4. The parties' expert consultants must sign an acknowledgment and agreement to  
14 be bound by the terms of this Stipulated Protective Agreement.

15 5. The MVARs CD produced subject to this Stipulated Protective Agreement and  
16 all copies thereof must be returned to CHP's counsel upon the termination of this litigation.

17 6. This Stipulated Protective Agreement does not in any way affect or prejudice the  
18 right of any party at the time of trial or other proceedings in this action to object to the use or  
19 admissibility of the MVARs CD at the trial or in other proceedings.

20 7. Violation of this Protective Order by any party or any other person, including, but  
21 not limited to, any party's expert witnesses and consultants, will result in sanctions to be  
22 determined by the Court upon application by any other party.

23 **SO STIPULATED:**

24  
25 Dated: June 6, 2017

*/s/ Kimberly E. Speer*  
KIMBERLY E. SPEER  
*Attorney for Defendant State of California,  
by and through its California Highway  
Patrol*

1 Dated: June 6, 2017

LAW OFFICES OF PANOS LAGOS

3 /s/ Panos Lagos

4 Panos Lagos, Esq.

Attorney for Plaintiff,

ESTRELLA LYSANDRA ZAYAS

6 **ORDER**

7 So ordered.

9 Dated: June 7, 2017



Stipulated Protective Order

*Zayas v. State of California, et al.*

USDC (N.D. Cal.) Case No.: 3:17-cv-02739